



BellSouth Telecommunications, Inc.
Suite 2104
333 Commerce Street
Nashville, TN 37201-3300

Charles L. Howorth, Jr.
Regulatory Vice President

615 214-6520
Fax 615 214-8858

May 17, 2002

Mr. Joe Werner, Chief
Telecommunications Division
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee

TARIFF FILING

0200580

RECEIVED

MAY 17 2002

TELECOMMUNICATIONS DIVISION

Dear Mr. Werner:

SUBJECT: Tariff Filing for Contract Service Arrangement TN01-D889-10

Attached is a Contract Service Arrangement tariff filing of BellSouth Telecommunications, Inc., issued May 17, 2002. We request that this tariff be effective May 27, 2002.

General Subscriber Services Tariff A
Section A5 - First Revised Page 318

Private Line Services Tariff
Section B5 - Original Page 56

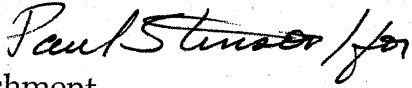
This Contract Service Arrangement is being submitted to the Tennessee Regulatory Authority for review and approval. Details may be found in the Executive Summary which is included with this filing package.

On April 3, 2001, the Authority adopted new Rules in Docket No. 00-00702. In view of the Authority's expressed desire to implement these Rules as the Authority's policy pending final approval, BellSouth filed a tariff to voluntarily comply with these Rules, and that tariff became effective on August 15, 2001. Since these Rules have now been implemented as the Authority's policy, BellSouth is submitting this filing under provisions in those Rules which allow a 10-day interval for the Authority's review and approval of tariffs for special contracts. In addition, notwithstanding language in the CSA to the contrary, the termination liability limitation provisions described above will also apply in the event of early termination of contracts for discount-eligible tariffed services associated with this CSA.

(2)

We appreciate your returning a receipted copy as evidence of this tariff filing. Please call Paul Stinson at 214-3839 if you have questions or wish to discuss.

Yours truly,

A handwritten signature in cursive script that reads "Paul Stinson" followed by a stylized flourish or initials.

Attachment

EXECUTIVE SUMMARY

TN01-D889-10

INTRODUCTION

The purpose of this filing is to introduce a Contract Service Arrangement that provides the customer with discounts in exchange for the Customer's agreement to attain an Annual Revenue Commitment.

DESCRIPTION OF CONTRACT SERVICE ARRANGEMENT

This Contract Service Agreement provides for a maximum discount of 7.5% on billing for discount eligible services as listed in the contract included with this filing for a term of 3 years. Descriptions of these discount eligible services are listed in Sections A3., A6., A12., A13., and A42. of the General Subscriber Services Tariff and B7. of the Private Line Services Tariff. The applicable terms and conditions are also contained in the contract included with this filing.

REVENUE AND COST INFORMATION

Revenue and cost information associated with this contract is filed under separate cover and is subject to a proprietary agreement.

EFFECTIVE: May 27, 2002

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.6 Contract Service Arrangements (Cont'd)

A5.6.1 Rates and Charges (Cont'd)

- A. The following is a listing of rates and charges to subscribers requiring contract service arrangements: (Cont'd)

Case No. TN02-8204-00

This Contract Service Arrangement provides for BellSouth® Primary Rate ISDN -Voice/Data (standard) service for a minimum service period of twenty-four (24) months. Additional terms and conditions that are specific to this contract have been filed with the Tennessee Regulatory Authority and will be made available to interested customers.

- (1) BellSouth® Primary Rate ISDN service

| | Nonrecurring Charge | 24 Months Monthly Rate | USOC |
|---|------------------------|---------------------------|-------|
| (a) Access Line, each | \$- | \$130.00 | 1LD1E |
| (b) Interface, each - Voice/Data (Standard) | - | 375.00 | PR71V |
| (c) B-Channel, each - Voice/Data (Standard) | - | 16.00 | PR7BV |
| (d) Telephone Numbers, per telephone number requested inward and 2-way | - | .20 | PR7TF |

Case No. TN01-D889-10

This Contract Service Arrangement provides a seven and one-half percent (7.5%) discount on eligible tariffed services. Discount eligible services are found in Sections A3., A6., A12., A13., and A42. of this Tariff. In order to be eligible for this discount, the customer has agreed to attain an Annual Revenue Commitment on a regional basis. The duration of this Agreement is three years. Additional terms and conditions that are specific to this contract have been filed with the Tennessee Regulatory Authority and will be made available to interested customers.

(N)

(N)

ISSUED: May 17, 2002
BY: President - Tennessee
Nashville, Tennessee

EFFECTIVE: May 27, 2002

**(B5. APPLICATION OF CONSTRUCTION
(TERMINATION AND ADDITIONAL CHARGES)**

B5.7 Contract Service Arrangements (Cont'd)

B5.7.1 Rates and Charges (Cont'd)

A. The following is a list of rates and charges to subscribers requiring contract service arrangements: (Cont'd)

Case No. TN01-D889-10

- a. This Contract Service Arrangement provides a seven and one-half percent (7.5%) discount on eligible tariffed services. Discount eligible services are found in Section B7. of this Tariff. In order to be eligible for this discount, the customer has agreed to attain an Annual Revenue Commitment on a regional basis. The duration of this Agreement is three years. Additional terms and conditions that are specific to this contract have been filed with the Tennessee Regulatory Authority and will be made available to interested customers.

(N)

(N)

BBMSA Agreement No. 1101-D889-00

BellSouth BusinessSM Master Services Agreement

This BellSouth BusinessSM Master Services Agreement ("Master Agreement") is among the BellSouth Companies identified in Exhibit 1 (collectively, "BellSouth"), BellSouth Business Systems, Inc., ("BBS"), on behalf of the BellSouth Companies, and [REDACTED] ("Customer") (collectively, the "Parties"). In consideration of the mutual agreements herein, the Parties hereby agree as follows:

1. General.

1.1 This Master Agreement, together with its attachments, including any orders ("Orders") issued thereunder ("Attachments") and exhibits ("Exhibits"), sets forth the terms and conditions under which BellSouth provides its communications-related services ("Services") and equipment ("Equipment") to Customer under Orders placed by Customer and accepted by BellSouth. The Parties intend to supplement this Master Agreement with specific terms and conditions set forth in one or more Attachments. "Agreement" means the Master Agreement and all Attachments and Exhibits, which are incorporated herein by reference. If there is a conflict in terms between the Master Agreement and the terms of the Attachments, the terms of the Attachments will govern and control.

1.2 Customer may order Equipment and Services from an additional BellSouth Company, as listed in Exhibit 1, by signing an Attachment, subject to and incorporating the terms and conditions of this Master Agreement, and setting forth the terms and conditions established by that BellSouth Company.

2. **Term.** The term of this Master Agreement commences on the date on which the Master Agreement is executed by BBS on behalf of the BellSouth Companies ("Effective Date") and ends on the date on which the term of the last Attachment hereto ends. The term and termination provisions for any Attachment are set forth in the Attachment. Upon the termination of any Attachment with respect to any BellSouth Company, the Master Agreement is deemed terminated with respect to such BellSouth Company as to the Services and Equipment covered by that Attachment. Under such circumstances, the Master Agreement and all other Attachments will remain in full force and effect with respect to the remaining BellSouth Companies and the Services and Equipment provided by each.

3. **BBS Functions.** BBS is acting on behalf of the BellSouth Companies and is not a provider of any Services or Equipment to Customer under this Agreement. During the term of this Agreement, Customer will deal directly with each BellSouth Company with respect to changes to, and reporting problems with, existing Services and Equipment, and questions about billing by the respective BellSouth Company.

4. **Prices and Payment.** Prices, fees, charges, or rates will be as set forth in the applicable Attachment, Order, Statement of Work, or in BellSouth Company rate schedules or pricing guides in effect from time to time, copies of which shall be provided to Customer.

5. **Taxes.** Unless otherwise provided in an Attachment, all charges and fees are exclusive of applicable federal, state or local taxes. Customer agrees to pay or reimburse the BellSouth Company providing the Service or Equipment for any and all sales and use taxes, duties, or levies

¹ BellSouth BusinessSM is a service mark of BellSouth Intellectual Property Corporation.

Customer Initials [REDACTED]

Date [REDACTED]

imposed by any authority, government, or government agency (other than taxes levied on BellSouth's net income) resulting from the Agreement, the provision or use of any Service or Equipment or any activities hereunder. The relevant BellSouth Company may add such taxes to invoices submitted to Customer. Customer will be responsible for any ad valorem, property, or other taxes assessable on any equipment included in the Services and Equipment on or after delivery to the installation site.

6. Customer Responsibilities.

6.1 Customer agrees to comply with all applicable laws, rules and regulations in connection with the Services and Equipment and not to use any Services or Equipment in a way that would, or would assist any third party to, violate any law or be in breach of the Agreement. Customer agrees not to use, transmit or publish in connection with the Services and Equipment any information, software or other content in any manner that violates or infringes upon the rights of any others or use the facilities and capabilities of the Services and Equipment to conduct any business or activity, or solicit the performance of any activity, that is prohibited by law.

6.2 Customer's delay or failure to fulfill its responsibilities hereunder may result in an adjustment to the costs or the schedule for delivery of the Services and Equipment, and will release the BellSouth Company from its obligations hereunder to the extent that the BellSouth Company is adversely affected by such Customer delay or failure.

7. BellSouth Company Obligations.

7.1 Each BellSouth Company is responsible only for the provision of those Services and Equipment and the terms and conditions specifically identified in the Attachment (and any supplement) applicable to such BellSouth Company, that the duties and responsibilities of each BellSouth Company are several and joint, and that the Attachment under which a BellSouth Company provides Equipment and Services is not affected by the terms and conditions contained in any other Attachment to this Agreement.

7.2 BellSouth agrees to comply with all applicable laws, rules and regulations in connection with the Services and Equipment and not to provide any Services or Equipment that would, or would assist any third party to, violate any law or be in breach of the Agreement. BellSouth agrees not to use, transmit or publish in connection with the Services and Equipment any information, software or other content in any manner that violates or infringes upon the rights of any others or use the facilities and capabilities of the Services and Equipment to conduct any business or activity, or solicit the performance of any activity, that is prohibited by law.

8. Assignment and Resale.

8.1 Except as set forth below or in an Attachment, neither Customer or any BellSouth Company may assign or delegate its rights or the obligations without the prior written consent of the other, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, Customer may assign this Agreement to a Customer Affiliate without the prior written permission of BellSouth. For the purpose of this Section, "Customer Affiliate" shall mean any corporation that, directly or indirectly, controls or is controlled by or is under common control with Customer. For this purpose, "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such corporation, whether through the ownership of voting securities or by contract or otherwise. Any attempted

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assignment or delegation without the prior written consent of the relevant Party will be void. Notwithstanding the foregoing, any BellSouth Company may, without Customer's consent, (A) assign or delegate this Agreement and/or any duties or obligations hereunder to any entity owned in whole or in part by BellSouth Corporation or by one or more of its direct or indirect subsidiaries, or (B) subcontract the performance of any of its obligations under this Agreement. Each BellSouth Company shall remain legally responsible for any Services or Equipment that is subcontracted. Except as otherwise specifically stated in this Agreement, the provisions of this Agreement are for the benefit of the Parties hereto and not for any other person.

8.2 Unless otherwise set forth in the applicable Attachment, Customer may not resell any of the Equipment or nonregulated Services without the prior written consent of the applicable BellSouth Company, which consent may be withheld in the sole and absolute discretion of the BellSouth Company.

9. Trade Name, Trademarks and Service Marks, Use of Materials, Marks and Information.

9.1 Neither Party is authorized to and will not use any name or mark of the other Party in any advertising, publicity or in any other commercial manner without the prior written consent of the other Party.

9.2 Customer may use, copy and distribute the materials relating to the Services for internal, noncommercial, informational purposes only. Except as authorized in this paragraph, Customer is not being granted a license under any copyright, trademark, patent or other intellectual property right in the material or the products, services, processes or technology described therein. BellSouth, its affiliates and/or any third party owner of such rights retain all such rights. Customer shall have no ownership or property rights in the Services or in any documentation provided in connection with the Services. Customer may make copies of such documentation solely for use in connection with its authorized use of the Services, and all such copies shall include all copyright, trademark and other proprietary notices appearing in the original documentation. Upon the termination of the Services to Customer, Customer shall return all copies of the documentation to BellSouth or certify destruction of such documentation.

9.3 All trademark, product and service marks contained on or associated with the Services and Equipment that are not BellSouth Company marks are the trademarks of their respective owners. References to any names, marks, products, services or equipment of third parties do not necessarily constitute or imply BBS's or BellSouth's endorsement, sponsorship or recommendation of the third party, information, product or service.

9.4 Neither Party will make any media release or other public announcement relating or referring to the Agreement without the prior written consent of the other Party.

10. Confidential Information.

10.1 Except as set forth in this Section, or as otherwise expressly provided in this Agreement, each Party agrees that (i) all information communicated to it by the other and identified, verbally or in writing, (ii) all information identified as confidential to which it has access in connection with the Services and Equipment, and (iii) this Agreement and the Parties' rights and obligations hereunder (collectively, "Confidential Information"), will be, and will be

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deemed to have been, received in confidence and will be used only for purposes of this Agreement. Each Party agrees to use the same means it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and protect the confidentiality of Confidential Information. No Confidential Information will be disclosed by the recipient Party without the prior written consent of the disclosing Party; provided, however, that each Party may disclose this Agreement and any disclosing Party's Confidential Information to those who are employed or engaged by the recipient Party, its agents or those of its affiliates who have a need to have access to such information in connection with their employment or engagement, provided the recipient Party notifies such persons of the obligations set forth in this Section and such persons agree to abide by such obligations.

10.2 The obligations set forth in subsection 10.1 above will not prevent any Party from disclosing information that belongs to such Party or (i) is already known, as can be demonstrated through documentation, by the recipient Party without an obligation of confidentiality other than under this Agreement, (ii) is publicly known or becomes publicly known through no unauthorized act of the recipient Party, (iii) is rightfully received from a third party not subject to any similar confidentiality obligations, (iv) is independently developed without use of the disclosing Party's Confidential Information and such independent creation can be shown through documentation or (v) is disclosed without similar restrictions to a third party by the Party owning the Confidential Information. If Confidential Information is required to be disclosed pursuant to law, regulation, tariff or a requirement of a governmental authority, or in connection with an arbitration or mediation, such Confidential Information may be disclosed pursuant to such requirement so long as the Party required to disclose the Confidential Information, to the extent possible, provides the disclosing Party with timely prior notice of such requirement and coordinates with the disclosing Party in an effort to limit the nature and scope of such required disclosure. Upon written request at the expiration or termination of an Attachment or Order, all documented Confidential Information (and all copies thereof) owned by the requesting Party (if previously received by the terminating Party) will be returned to the requesting Party or will be destroyed, with written certification thereof being given to the requesting Party. The provisions of this Section will survive the expiration or termination of any Order, Attachment and this Agreement for any reason.

10.3 Confidential Information will not include any feedback, answers, questions, comments, suggestions, ideas or the like, that Customer sends to any BellSouth Company or to BBS relating to the Services or Equipment, unless Customer identifies it as Confidential Information. BellSouth and BBS assume no obligation to protect such information from disclosure and will be free to reproduce, use, and distribute the information to others without restriction. BellSouth and BBS will also be free to use any ideas, concepts, know-how or techniques contained in such information or developed by them, for any purpose whatsoever including but not limited to developing, manufacturing and marketing Services and Equipment incorporating such information. Nothing contained in this Section restricts the right and ability of BBS and BellSouth to use information concerning the execution of this Agreement and the provision of the Services and Equipment to Customer in internal publications.

11. Intellectual Property Rights Infringement Indemnity.

11.1 Customer shall promptly notify BellSouth in writing of any claim brought against Customer that the Equipment, software ("Software") or Services furnished under this Agreement (unless provided on an "as is" basis) infringes a United States and Canadian patent, copyright, trademark, trade secret or other intellectual property right. BellSouth agrees to indemnify, defend

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and hold harmless Customer and its affiliates and their respective officers, directors, employees and agents from and against, all claims and demands and pay all finally awarded damages, judgments, losses, penalties, liabilities, liens and expenses (including but not limited to reasonable costs of audit, investigation and settlement and attorneys' fees and costs), incurred by any of them as a result of or relating to any such infringement claim related to any Equipment, Software or Service and any personal injury or property damage directly caused by BellSouth or any employee or agent of BellSouth. BellSouth's obligation in this Section is expressly conditioned upon: (i) BellSouth being notified promptly in writing by Customer of any claim or suit of which Customer is aware; BellSouth having sole control of the defense or settlement of any claim or suit, and Customer making any compromise, admission of liability or settlement or taking any other action impairing the defense of such claim without BellSouth's prior written approval; and (iii) Customer cooperating with BellSouth, at BellSouth's expense, in all reasonable ways to facilitate the settlement or defense of any claim or suit; and (iv) the claim or suit not arising from Customer modifications, or from combinations of Services and Equipment provided by a BellSouth Company with services and equipment provided by Customer or others, or from Customer's use of such Services and Equipment other than in accordance with the applicable manufacturer's specifications. Customer retains the right, at Customer's expense, to separately defend any claims under this section.

11.2 If any Equipment, Services or Software becomes, or in BellSouth's opinion, is likely to become the subject of a claim of infringement, or if a final injunction is obtained against Customer prohibiting use of such by reason of infringement of a United States or Canadian patent, copyright, trademark, or other intellectual property right, BellSouth will, at its option: (i) procure for Customer the right to continue using the applicable Services, Equipment or Software; (ii) replace it with non-infringing Equipment, Services or Software substantially complying with the Equipment, Services, or Software specifications; (iii) modify the Equipment, Service or Software so it becomes non-infringing and performs in a substantially similar manner to the original Equipment, Service or Software; or (iv) direct Customer to cease using the affected Equipment, Services or Software, in which case, the Services shall terminate immediately and all prepaid Service fees will be refunded.

11.3 If the options set forth in Sections 11.2 (i) through (iii) above are not reasonably available to BellSouth, then BellSouth may elect instead to return the portion of the price paid for the purchased Equipment or the one time fee paid for the licensed Software or any amounts prepaid by Customer for the affected Services for any period after BellSouth directs Customer to cease such use, which is in either case the subject or potential subject of an infringement claim, as then depreciated based on Customer's depreciation schedule used for federal income tax reporting purposes.

11.4 Customer will indemnify and save BellSouth harmless from and against all loss, liability, damage, and expense, including all reasonable counsel fees, due to claims for infringement of United States patents, copyright, trademark, or other intellectual property rights, or due to any other claims or causes of action by third parties of any nature whatsoever, arising from the use, in connection with the Services or Equipment, of equipment, software or information not provided by BellSouth, or otherwise relating to or arising out of Customer's misuse of the Services or Equipment.

12. Notices. Except as otherwise provided herein, any notices or demands will be given in writing sent by hand delivery, courier service, facsimile or registered or certified mail, return

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receipt requested, postage prepaid, to the Customer at the address set forth below and to the applicable BellSouth Company as set forth in Exhibit 1. All notices under this Agreement that are addressed as provided herein (a) if delivered personally or by courier service, will be deemed given upon delivery, (b) if delivered by facsimile, will be deemed given when confirmed and (c) if delivered by mail in the manner described above, will be deemed given on the fifth (5th) business day after the day it is sent. Either Party may change its address or respective contact for notification purposes by giving 10 business days' prior written notice to the other of the new address or designee.

Customer:



13. Default.

13.1. Unless provided to the contrary in any applicable law, regulation or tariff, if either Party is in default of any of its obligations under the Master Agreement or its applicable Attachments, including Customer's refusal to accept conforming Services or Equipment, the other Party may, in addition to all other rights and remedies provided by this Agreement or by law or in equity, terminate the applicable Order or Attachment upon thirty (30) days written notice to the party in default and such party's failure to cure the default within said 30 day period, and the BellSouth Company may declare all sums due or to become due under the applicable Order or Attachment immediately due and payable, and be entitled to recover all collection costs incurred, including reasonable legal interest of two percent (2%) annual percentage rate. This provision does not allow termination of an Attachment which material terms and conditions have not been breached by the defaulting Party.

13.2 "Defaults" include, but are not be limited to, a Party's failure to perform a material term or condition contained in this Agreement or any applicable Attachment or Order, either party's false statement or representation for the purpose of obtaining any Equipment or Services, a Party's insolvency, failure to pay debts as they come due, or if a Party becomes subject to any proceeding under the Bankruptcy Code or similar laws.

13.3. In the event that any BellSouth Company is prevented from providing any portion or all of the Equipment or Services to be provided by such BellSouth Company as contemplated in this Agreement by any law, regulation, requirement or ruling issued in any form whatsoever by judicial or other governmental authority (including, without limitation, the Federal Communications Commission), or if a notice from a government agency or department indicates that a BellSouth Company is not permitted to provide any portion or all of the Equipment or Services to be provided hereunder by such BellSouth Company, then, to the extent not prohibited by applicable law or regulation, such BellSouth Company may immediately cease providing the Equipment and Services without any liability to Customer. Nothing herein will be construed to require any BellSouth Company to seek a waiver of any law, rule, regulation, or restriction, or seek judicial review or appeal of any court order.

13.4 The BellSouth Company providing Services and/or Equipment to Customer under an Attachment will not be obligated to perform its obligations thereunder to the extent Customer is in default of any of its obligations under the applicable Attachment, and may suspend or cancel

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any outstanding, unfulfilled orders without in any way affecting its rights under this Agreement. If the BellSouth Company elects to continue performing under any Attachment or Order, its actions shall not constitute a waiver of any default by Customer.

14. Warranty Disclaimer. UNLESS OTHERWISE SET FORTH IN AN APPLICABLE ATTACHMENT OR ORDER, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED (INCLUDING ANY REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), FOR EQUIPMENT FURNISHED OR SERVICES PERFORMED UNDER THIS AGREEMENT, AND BELLSOUTH EXPRESSLY DISCLAIMS SAME.

15. Limitation of Liability.

15.1 The following limitations of liability represent a material inducement to the Parties to enter into the Agreement and the Attachment(s) at the stated price(s). If additional risks or undertakings were contemplated by BellSouth, they would have been reflected in an increased price(s). In contemplation of the price, Customer acknowledges there is sufficient consideration for the limitation of damages and remedies set forth in the Agreement **NOTWITHSTANDING ANYTHING IN ANY OTHER DOCUMENTS TO THE CONTRARY, NEITHER PARTY IS LIABLE TO THE OTHER (OR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM CUSTOMER'S RIGHTS) FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, ECONOMIC, OR INDIRECT DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, OR DAMAGES AS A RESULT OF THE OPERATION OR MALFUNCTION OF SERVICES, OR DUE TO LOSS OF DATA, TOLL FRAUD OR OTHER UNAUTHORIZED USE, OR LOSS OF USE, INCLUDING INJURY TO PROPERTY, WHETHER ARISING AS A RESULT OF A BREACH OF WARRANTY OR OTHER TERM OF THIS AGREEMENT, OR WHETHER ARISING IN CONTRACT, TORT, NEGLIGENCE, BREACH OF STATUTORY OR OTHER LEGAL DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, OR OTHERWISE, WHETHER OR NOT THE PARTY HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. BOTH PARTIES EXPRESSLY ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT OR OTHER SERVICES AVAILABLE THROUGH THE SERVICES. CUSTOMER AGREES IT WILL NOT IN ANY WAY HOLD BBS OR BELLSOUTH OR ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS RESPONSIBLE FOR ANY SELECTION OR RETENTION OF THIRD PARTIES IN CONNECTION WITH THE SERVICES (INCLUDING THOSE WITH WHOM BELLSOUTH MAY CONTRACT TO OPERATE VARIOUS AREAS OF THE SERVICE).**

15.2 This limitation of liability applies with equal force and effect to all subsequent Services performed or Equipment provided by BellSouth.

16. Severability.

16.1 Except as otherwise provided herein, this Agreement sets forth the entire agreement between the Parties with respect to the Equipment and Services, and supersedes any prior written or verbal proposals, agreements, understandings or other discussions respecting the same except for any currently existing contracts between any BellSouth Company and Customer which terms

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and conditions remain in effect until such contracts expire or are terminated by either Party. Neither Party will be bound by any provision contained in any purchase order, confirmation, correspondence or other communication from the other Party that is at variance with, in addition to or conflicts with any provision of this Agreement, unless such variance, addition or conflict is specifically identified and agreed to in writing by an authorized representative of each Party, which expressly references the appropriate provision of this Agreement. No agent, employee, or representative of BellSouth or BBS has any authority to bind BellSouth or BBS to any affirmation, representation, or warranty unless the same is specifically set forth in this Agreement or in a written agreement as provided above.

16.2 In the event that one or more of the provisions contained in this Agreement or incorporated herein by reference is invalid, illegal or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions will be considered inoperative to the extent of such invalidity, illegality or unenforceability and unless a complete failure of consideration would result therefrom, the entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties hereto will be construed and enforced accordingly.

17. Insurance. Prior to the commencement of the Services, BellSouth shall procure the following insurance coverage, at its own expense, with respect to the performance of the Services. The insurance shall be issued by financially responsible and properly licensed insurance carriers rated at least A by Best's Rating Guide (or any other guide acceptable to Customer), with minimum limits as set forth below. Such insurance shall be maintained in full force and effect for the duration of this Agreement and any renewals thereof. In the event the below insurance requirements are not met, CUSTOMER may, at its option, purchase such coverage at the expense of BellSouth. The insurance policies cannot be canceled or materially changed until thirty (30) days after Customer's receipt of written notice of such. Notwithstanding the forgoing, the parties agree that BellSouth may elect to self-insure against all or some of the risks associated with this Agreement.

- (a) **Workers' Compensation.** Statutory Workers Compensation as required by state law and Employer's Liability insurance with a minimum limit of \$1,000,000.
- (b) **Commercial General Liability Insurance.** Including products, completed operations and contractual liability insurance against the liability assumed above with the following minimum limits for bodily injury and property damage on an occurrence basis: \$1,000,000 per occurrence.
- (c) **Commercial Automobile Insurance.** Including owned, leased, hired or non-owned autos subject to minimum limits of \$1,000,000 for bodily injury and physical damage.
- (e) **All Risk Replacement Cost Insurance.** With an agreed amount endorsement on property of every description and kind owned by BellSouth in an amount equal to 100% of the full replacement value thereof;
- (i) **Claims Made Based Policies.** If any of the above insurance policies are written on a claims made basis, then BellSouth shall maintain such insurance with separate limits for the Services for five (5) years after the termination of this Agreement.

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(j) **Terms of Insurance Policies.** Notwithstanding BellSouth's indemnification duties as outlined above, Customer shall be named as an additional insured under BellSouth's Commercial General Liability, Commercial Automobile Liability and Commercial Excess/Umbrella Liability policies for any claims and losses arising out of, allegedly arising out of or in any way connected to the BellSouth's performance of the Services. The insurers shall agree that BellSouth's insurance is primary and any insurance maintained by Customer shall be excess and non-contributing to the BellSouth's insurance.

(k) **Certificate of Insurance.** Prior to commencing the Services, BellSouth shall furnish a certificate, satisfactory to Customer, from each insurance company evidencing that the above insurance policies are in force and are in compliance with the terms of this section. Such certificates shall state the policy numbers, dates of expiration and limits of liability. Such certificate shall indicate the limitations on canceling or changing the policy without prior written notice to Customer. BellSouth shall provide copies of the actual insurance policies if requested by Customer at any time.

(l) **Assistants.** In the event that BellSouth assigns any portion of the Services, BellSouth shall require any such assistant to purchase and maintain insurance coverage as required herein.

(m) **Waiver of Subrogation.** BellSouth agrees to waive subrogation against Customer for any injuries to BellSouth's employees arising out of or in any way related to BellSouth's performance of the Services or for damage or loss to BellSouth's personal property. BellSouth shall require that all of its insurers providing the coverages required above waive subrogation in favor of Customer for any claims arising out of or in any way related to BellSouth's performance of the Services or BellSouth's property covered by the BellSouth's property insurance that is used in performance of the Services.

18. Representations and Warranties. BellSouth represents and warrants that it has the authority to execute, deliver and perform this Agreement and any Attachment.

19. Independent Contractor Status. BellSouth understands and agrees that this Agreement does not constitute a contract of employment or obligate Customer to employ BellSouth or any assistant or subcontract at all or for any stated period of time. BellSouth is an independent contractor, and is not an employee of Customer or any Customer affiliate. As such, BellSouth is not entitled to, and will not participate in, any of Customer's pension, health or other fringe benefit plans, and Customer will not be obligated to obtain workers' compensation insurance for BellSouth. Furthermore, Customer will not be obligated to withhold or pay any payroll taxes of any kind with regard to BellSouth, and BellSouth acknowledges it is solely responsible for and will file and pay on a timely basis, all required taxes and tax returns as a result of its employees work under this Agreement.

20. Survival. Any obligations of any Party, which by their terms would continue beyond the termination, cancellation, or expiration of this Agreement or any Attachment, will survive such termination, cancellation or expiration.

21. Disputes. To the extent permissible under applicable law, regulation or tariff, any dispute, controversy or claim arising under, out of, in connection with or in relation to this Agreement, or the breach, termination, validity or enforceability of any provision hereof (a "dispute"), if not resolved informally through negotiation between the Parties, will be submitted to non-binding mediation. The Parties will mutually determine who the mediator will be from a list of mediators

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obtained from the American Arbitration Association office located in a place mutually agreeable to the parties.

22. Excused Delay/Performance. Both parties will be excused from performance and will not be liable for any delay or damage to the extent caused by any occurrence beyond the reasonable control either of the delayed party. Such contingencies include acts or omissions of any regulated telephone network and any other occurrence commonly known as force majeure, including without limitation, acts of war and terrorism, civil disobedience, embargoes, delay in transportation, failure by suppliers to deliver equipment, governmental action, acts of any third party, labor disputes, strikes, or other concerted acts of workers (whether of BellSouth or others), casualties or accidents, fire, explosion, flood, severe weather or other acts of God, power failure, shortage of labor or materials, or discovery of asbestos or other hazardous substance or any other causes or circumstances whether of a similar or dissimilar nature to the foregoing, which prevent or hinder the delivery of the Services or Equipment. The delayed party may cancel or delay performance hereunder for so long as such performance is delayed by such occurrence or occurrences, and in such event such delayed party will have no liability to the other party. The delayed party must notify the other party promptly upon the occurrence of any event and inform the party of its plans to resume performance.

23. Waiver. No failure on the part of either Party to exercise any right or remedy arising directly or indirectly under this Agreement will operate as a waiver of any right or remedy it may have, nor will an exercise of any right or remedy by either Party preclude any right or remedy otherwise available to such Party.

24. Nonsolicitation. Throughout the term of this Agreement and for twelve (12) months thereafter, neither party shall employ, or attempt to employ, any of other party's current or former employees with whom they had direct contact in connection with the performance of this Agreement. The parties agree acknowledge that employment advertisements made to the general public shall not constitute solicitation under this provision.

25. Governing Law. To the extent permissible under applicable law, regulation or tariff, this Agreement, including the Exhibits and Attachments will be governed by the laws of the State of New York, without regard to its conflict of law provisions.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date(s) below.

Customer:

[Redacted]

BellSouth Companies Identified on Exhibit 1:
By: BellSouth Business Systems, Inc.

By:

[Redacted]

By:

[Signature]

Printed Name

[Redacted]

Printed Name:

Dave Ford

Title:

VP Tech Ops

Title:

AVP

Date:

04/09/02

Date:

4/9/02

EXHIBIT 1

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Rev. 8-3-01 (MKK)

Customer Initials

Date

[Redacted]

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LIST OF BELLSOUTH COMPANIES

BellSouth BSE, Inc.
BellSouth Communication Systems, L.L.C.
BellSouth Long Distance, Inc.
BellSouth MNS, Inc.
BellSouth Telecommunications, Inc.
Cingular Interactive L.P.
Cingular Wireless L.L.C.

Address:
BellSouth Business Systems, Inc.
Attn: Assistance Vice President - Sales
6055 Primacy Pkwy
Room 200
Memphis, Tennessee 38119

Regulated Services Attachment TN01-D889-10
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Regulated Services Attachment

[REDACTED]

This Attachment supplements the terms and conditions of the BellSouthSM Business Master Services Agreement No. TN01-D889-00 ("Master Agreement") between Customer and the BellSouth Companies and applies to Orders for the purchase of regulated services ("Services") from BellSouth Telecommunications, Inc. ("BST"). The Master Agreement and this Attachment (collectively, the "BST Regulated Provisions") are or may be, a Contract Service Arrangement ("CSA") with respect to regulated BellSouth Services. No other Attachment constitutes any portion of any CSA.

A. SERVICES

1. Regulatory and Other Contractual Considerations.

1.1 Customer recognizes and agrees that the Master Agreement and this Attachment ("BST Regulated Provisions") are subject to and controlled by BST's tariffs including, but not limited to, the General Subscriber Services Tariff and the Private Line Services Tariff and all such revisions to said tariffs as may be made from time to time, and are not intended to replace or supersede existing tariffs. All Services included under the BST Regulated Provisions will be purchased in accordance with such approved tariffs in effect in each state. The rates, charges and provisions of such tariffs applicable to the Services will apply unless and except to the extent the BST Regulated Provisions contain express rates, charges and provisions specifically in conflict therewith (in which case the express rates, charges, and provisions of the BST Regulated Provisions will control to the extent permitted by applicable law.) BST agrees Customer will be provided any appropriate tariff decreases for any rate element.

1.2 Customer acknowledges that BST may be required in certain states to file and obtain approval of the BST Regulated Provisions when used in conjunction with a Contract Service Arrangement ("CSA") or Special Service Arrangement ("SSA") prior to the implementation of the contents of this Attachment. BST agrees to begin any necessary filings within thirty (30) calendar days after the Effective Date of this Attachment. In the event the BST Regulated Provisions are denied by a regulatory agency in any state or by another regulatory body with jurisdiction over this matter, this Attachment and any CSA or SSA shall be null and void and of no effect in that state.

2. Order Attachment(s). Customer may order Services by using the sample Order Attachment attached hereto as Appendix 1, at the recurring and non-recurring rates and charges agreed to by the Parties in accordance with the terms and conditions described in the applicable tariffs and Order Attachment. Customer may order additional existing or new services by submitting an appropriate Order Attachment properly authorized and submitted in accordance with BST's procedures. Rates for additional and/or new services will be in accordance with the applicable tariff rates in effect at the time the Order Attachment is accepted by BST or as otherwise stated in the appropriate Order Attachment. Customer agrees to pay for the Services included in all Order Attachments.

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3. Cancellation.

3.1 If Customer cancels a Service ordered pursuant to an Order Attachment prior to the completed installation of the Service, but after the execution of the Order Attachment, Customer will pay all reasonable costs incurred in the implementation of the cancelled Service, not to exceed all costs that could apply if the work in the implementation of the Order Attachment had been completed.

3.2 If Customer terminates a Service ordered pursuant to an Order Attachment at any time prior to the expiration of the Service period set forth in the appropriate Order Attachment, Customer will, unless otherwise specified, pay all reasonable charges due or remaining as a result of the minimum service period agreed to by BST and Customer in the Order Attachment(s) ("Termination Charges").

3.3 Customer acknowledges it has options for its telecommunications services from service providers other than BST and it has chosen BST to provide the Services specified in each Order Attachment. Customer, therefore, agrees that in the event it terminates Services provided pursuant to an Order Attachment for a CSA or SSA, Customer will pay Termination Charges, except where a certified reseller of BST local service resells this Attachment to Customer and agrees in writing to assume all of Customer's obligations to BST under this Attachment.

4. Service Period.

4.1 The Service Period for Services ordered under an Order Attachment shall be as specified in the applicable Order Attachment and shall commence the date that the installation of Service is completed.

4.2 At the expiration of the Service Period for any Service available pursuant to the tariff, Customer may continue the Service according to renewal options provided under the tariff. If Customer does not elect an additional service period, or does not request discontinuance of service, the Service will be provided at the month-to-month rate currently in effect. At the expiration of the Service Period for any CSA or SSA, Customer may convert to an available tariff offering for the specific service or may request a new CSA or SSA.

B. VOLUME AND TERM PROVISIONS.

5. **Definitions.** As used in this Attachment, the following words or phrases have the following meanings. If not otherwise defined herein, all capitalized words and phrases have the meaning set forth elsewhere in the Agreement.

5.1 "Annual Revenue Commitment" - the agreed-upon amount of billing each year to Customer for BST regulated services that Customer agrees to achieve for purposes of this Attachment. Customer's Annual Revenue Commitment is included in Appendix 2 to this Attachment.

5.2 "Baseline" - in Contract Year 1, the annualized monthly billing to Customer for BST regulated services during each year that is used to calculate the Annual Revenue Commitment. Baseline in subsequent years is the aggregate billing for the previous twelve (12) month period prior to the application of any Discount.

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5.3 "Contract Year" - the twelve (12)-month period during the term of this Attachment beginning on the date both Parties have signed this Attachment ("Effective Date"), or any subsequent twelve (12)-month period that begins on the anniversary of the Effective Date.

5.4 "Discount" or "Discount Level" - the percentage reduction applied to the monthly billed revenue for the BST services that are Discount Eligible and for which billing has occurred or will occur during the current billing period.

5.5 "Discount Eligible Services" - all BST local and intraLATA services purchased by Customer that are appropriate for a percentage reduction off the existing monthly billed revenue as mutually agreed to by Customer and BST. The Discount Eligible Services are listed in **Appendix 2** to this Attachment.

5.6 "Expiration Date" - the date on which the term of this Attachment expires.

5.7 "Term" - the number of Contract Years or the number of months the Volume and Term provisions of this Attachment are effective. The Term of this Attachment is two Contract Years. This Attachment will automatically renew for an additional one year Term unless Customer provides BellSouth written notification to cancel the Attachment with such notification being received by BellSouth not less than thirty (30) days prior to the end of the expiration of the Attachment.

5.8 "V&T Eligible Services" - all regulated services purchased by Customer whose billing is used to calculate Baseline. Non-recurring charges, taxes, and publicly imposed surcharges are not used to calculate the Baseline and are not considered V&T Eligible.

6. Annual Revenue Commitment

6.1 Customer and BST agree to an Annual Revenue Commitment in the first Contract Year of this Attachment of \$463,450.00. The Annual Revenue Commitment represents ninety percent (90%) of Customer's Baseline billing.

6.2 Customer and BST agree that all recurring charges for V&T Eligible Services billed by BST to Customer during each year of this Attachment will be applied toward the Annual Revenue Commitment. Customer's progress toward meeting the Annual Revenue Commitment will be tracked by BST and measured in pre-discounted billed dollars.

6.3 Customer and BST agree to determine Customer's Annual Revenue Commitment at the beginning of each Contract Year. The Annual Revenue Commitment for each Contract Year will be expressed as ninety percent (90%) of the Baseline billing for the Contract Year.

6.4 In the event the Annual Revenue Commitment is adjusted due to a Business Change, Higher Order of Service, or Tariff Change, as defined herein, Customer will be permitted to reduce its Annual Revenue Commitment levels contained in **Appendix 2** by an amount equal to the adjustment made during the V&T Annual True-Up (as defined herein).

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7. Discount Level

7.1 BST will apply a Discount that is a percentage reduction off the monthly billed revenue for the total billed revenue associated with the Discount Eligible Services at the beginning of the Contract Year. The Discount Level, set forth in **Appendix 2**, will be effective on the first day of the month in which this Attachment was signed by both Parties.

7.2 Charges billed pursuant to the Federal or State Access Services tariffs, billing for taxes or publicly imposed surcharges, including but not limited to, the surcharges for 911 or dual party relay services, Local Usage, CSAs, SSAs, WATSSaver, and End User Common Line Charges, are not eligible for the application of the Discount. Billing associated with certain services may not be eligible for the application of a Discount in order to comply with applicable regulatory and legal requirements.

7.3 Charges billed pursuant to services discounted through other BST promotions or offers are not eligible for the application of the Discount.

7.4 Charges billed for V&T Eligible Services for which Customer has not paid will not be counted toward the Annual Revenue Commitment, or toward the amounts set forth in **Exhibit 2**, for purposes of determining a Discount Level attained by Customer.

7.5 Customer and BST will be jointly responsible for the identification of Customer accounts with V&T Eligible Services. Customer and BST agree that BST will not be responsible for failure to apply a Discount to a V&T Eligible Service if such failure results from Customer's failure to identify the relevant account. Additional V&T Eligible Service accounts may be added only by mutual agreement of the Parties.

8. Annual Growth Incentive Award ("AGIA"). If Customer exceeds its Baseline by more than five percent (5%) during any Contract Year, Customer will receive an additional AGIA credit. The AGIA will equal seven and one half percent (7.5%) of the billed charges for V&T Eligible Services less the current Contract Year's Baseline. The AGIA, not to exceed \$7,000.00, will be calculated and applied at the time of the V&T Annual True-Up. AGIA credits resulting from Annual True-Up will be applied within thirty (30) days of the completion of Annual True-Up.

9. Commitment Shortfall. Customer agrees if it fails to meet its Annual Revenue Commitment during a given Contract Year, except as provided in Sections 12, 13, and 14, to the extent permitted by applicable law and regulation, BST will bill and Customer agrees to pay the difference between the actual billed revenue for the current Contract Year and its Annual Revenue Commitment ("Commitment Shortfall").

10. Provision for Discounting Additional and New Services. For purposes of this Attachment an "Additional Service" is an intraLATA service that is tariffed by BST on the Effective Date of this Attachment and is not considered an intraLATA Discount Eligible Service. A "New Service" is an intraLATA service that has been tariffed by BST after the Effective Date of this Attachment. Customer may submit a request to BST to obtain a Discount on an Additional or New Service under this Attachment.

11. Acquisition of New Businesses. In the event Customer acquires a new business or operation

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within the BST service area during the term of this Attachment, the services at these locations may be included under this Attachment upon the mutual agreement of BST and Customer. Should such an agreement be reached, BST and Customer will amend this Attachment, including the Annual Revenue Commitment level in Appendix 2, as appropriate to include such services. Any revisions due to acquisition will be made during the V&T Annual True-Up at the end of the year in which the acquisition occurred, and will affect the Annual Revenue Commitment for future years. V&T Eligible Services included in this Attachment as the result of an acquisition will be used in the calculation of an AGIA in the Contract Year in which the acquisition occurred.

12. Business Change. In the event of a divestiture of a significant part of Customer's business, a business downturn beyond Customer's control, a decision by Customer to close or consolidate locations that is based on events beyond the Customer's reasonable control, or a network optimization using other BST services, (collectively, "Business Change"), any of which significantly reduces the volume of network services required by Customer, with the result that Customer is unable to meet its Annual Revenue Commitment under this Attachment, BST will reduce Customer's Annual Revenue Commitment to the extent of any shortfall resulting from the Business Change. This provision does not apply to a change resulting from a decision by Customer: (i) to reduce its overall use of telecommunications; or (ii) to transfer portions of its traffic or projected growth to providers other than BST. Customer must provide BST written notice of the conditions it believes will require the application of this provision and shall describe such conditions with particularity. This provision does not constitute a waiver of any charges, including shortfall charges, incurred by Customer prior to the time of the Business Change event. This provision does not affect the application of termination charges pursuant to the tariff or other agreements.

13. Higher Order of Service. BST may offer Customer new technological features and capabilities that will provide additional value to Customer with higher functionality and increased capacity ("Higher Order of Service"). In the event Customer elects to incorporate such a Higher Order of Service into its network design, and the use of such Higher Order of Service results in Customer's being unable to meet its Annual Revenue Commitment under this Attachment, then, subject to all applicable regulatory requirements, BST agrees to reduce Customer's Annual Revenue Commitment to the extent of any shortfall resulting from the migration to a Higher Order of Service.

14. Tariff Changes. If during the term of this Attachment, BST requests and receives regulatory approval for price reductions on tariff services purchased by Customer and such price reductions cause Customer to be unable to meet its Annual Revenue Commitment under this Attachment, then subject to applicable regulatory requirements, BST agrees to reduce Customer's Annual Revenue Commitment to the extent of the shortfall resulting from the price reduction(s).

15. Annual True-Up.

15.1 Within 90 days of the end of each Contract Year, BST will conduct a review of Customer's revenue to determine if Customer achieved its Annual Revenue Commitment ("Annual True-Up"). During the Annual True-Up, BST will calculate any Commitment Shortfall in accordance with Section 9 and determine Customer's Baseline billing for the following year in accordance with Section 5.2. During the Annual True-Up, BST can also propose any adjustments to the Annual Revenue Commitment. Finally, during the Annual True-Up, BST and Customer

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will determine the Annual Revenue Commitment for the new Contract Year in accordance with Section 6.

15.2 Customer and BST agree that any credit resulting from the Annual True-Up will be applied as a credit on the BST bill for local and intraLATA services. Further, any debit resulting from the Annual True-Up for failure to meet the Annual Revenue Commitment or Termination Liability will be billed directly to Customer and Customer agrees to assume responsibility for all outstanding amounts.

16. Termination Liability.

16.1 If Customer desires to terminate the Volume and Term Provisions prior to their expiration, Customer must provide written notice of such termination 60 days prior to the effective date of termination. BST will bill Customer the following termination charges:

- (a) The amount of Discounts received for the life of this Agreement or for the previous 12 months, whichever is less and
- (b) The prorated portion of the Agreement implementation and tracking costs, calculated as follows:

Prorated Implementation and Tracking Costs = \$12,100.00 times the Contract Months Remaining divided by the Total Contract Months.

16.2 The application of termination charges pursuant to this section shall not affect the application of termination charges pursuant to the tariff or any other agreement.

C. MISCELLANEOUS PROVISIONS

17. Offer Expiration. This offer shall expire on April 15, 2002.

18. Extension of Term. The term of this Attachment may be extended for one or more additional Contract Years upon the mutual agreement of the Parties. Customer shall provide BST written notice of its intent to renew at least 30 days before the beginning of each one-year renewal period.

Customer:

BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By:

By:

Printed Name

Printed Name:

Title:

Title:

Date:

Date:

Regulated Services Attachment TN01-D889-10
EBMSA No. TN01-D889-00Appendix 1 to Regulated Services Attachment TN01-D889-10

SAMPLE ORDER ATTACHMENT

This Order Attachment is entered into pursuant to BellSouth Businesssm Master Services Agreement No. TN01-D889-00.

Service: _____

Selected Service Period: _____

Service Specific Tariff: _____

Installation Date: _____

Customer's Billing Address: _____

Estimated Installation Interval: _____

Customer's Installation Address: _____

ORDER DETAIL

| QUANTITY | USOC | DESCRIPTION | NON-RECURRING \$ | RECURRING \$ |
|----------|------|-------------|------------------|--------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Other Terms and Conditions:

Customer: _____

BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____


Title: _____

Title: _____

Date: _____

Date: _____

**Regulated Services Attachment TN01-D889-10
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1. Customer: 
2. Term: 2 Years, with automatic renewal for a 3rd Contract Year unless Customer provides BellSouth written notification to cancel the Attachment with such notification being received by BellSouth not less than thirty (30) days prior to the end of the expiration of the Attachment.

Volume and Term Provisions

- A. Annual Revenue Commitment: \$463,450
- B. Baseline (First Year): \$514,940
- C. Discount Level 7.5%
- D. Growth Percentage: 5%
- E. Annual Growth Incentive Award: 7.5% (not to exceed \$7,000)
- F. Discount Eligible Services

Basic Business Services
MegaLink
Individual Line ISDN
Primary Rate ISDN
DID
PBX Trunks

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SOUTH CAROLINA ADDENDUM

By accepting this BellSouth Agreement, the Subscriber to the service acknowledges that the Agreement has been executed in response to a competitive offer from another telecommunications service provider.

Subscriber:

[REDACTED]

By:

[REDACTED]

Printed Name:

[REDACTED]

Title:

VP, Tech ops

Date:

04/08/02

[REDACTED]
04/08/02

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TENNESSEE ADDENDUM

1. Customer and BellSouth acknowledge that various competitive alternatives are available to Customer in the State of Tennessee, including competitive alternatives to services provided herein, as evidenced by one or more of the following:
 - A. Customer has received offers for comparable services from one or more other service providers, including AT&T;
 - B. Customer has been contacted by one or more other service providers of comparable services, including AT&T; and
 - C. Customer is aware of one or more other service providers, from whom it can currently obtain comparable services, including AT&T.
2. Customer and BellSouth agree that Customer's early termination of the Agreement without cause will result in damages that are indeterminable or difficult to measure as of this date and will result in the charging of liquidated damages as specified in this paragraph of this Addendum. Notwithstanding any provisions in the Agreement to the contrary, Customer and BellSouth agree that with regard to services provided within the State of Tennessee, this Paragraph of this Addendum sets forth the total amounts of liquidated damages the Customer must pay upon early termination of the Agreement without cause will be the lesser of the following:
 - a. the amount specified in Section 16 of this Agreement; or
 - b. the total of the repayment of discounts received during the previous twelve (12) months of service, the repayment of the prorated amount of any waived or discounted nonrecurring charge, and the repayment of the prorated amount of any documented contract preparation, implementation, and tracking or similar charges; or
 - c. six percent (6%) of the total Agreement amount; or
 - d. twenty-four percent (24%) of the average annual revenues of the Agreement if the term of the Agreement is longer than four (4) years.

Customer and BellSouth agree that these amounts represent a reasonable estimate of the damages BellSouth would suffer as a result of such early termination and that these amounts do not constitute a penalty.
3. Customer and BellSouth acknowledge and confirm their understanding that:
 - (a) Customer's agreement to pay the difference between the actual billed revenue for its V&T Eligible Services and its contract revenue commitment, as set forth in Section 9 of the CSA, does not apply upon Customer's early termination of the CSA; and
 - (b) Customer must therefore pay only the amount calculated in accordance with Section 16 upon early termination of the CSA.

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4. In the event that the customer terminates this tariff term plan without cause prior to the expiration of this term plan, the Customer shall pay a termination charge as specified in the BellSouth tariffs (Section A2.4.10.E.1 and B2.4.9.A.4, available on the Web at <http://cpr.bellsouth.com/pdf/tn/tn.htm>). The Customer may request a calculation of the termination charge at any time during the term of this contract. Based on the information available at the start of this contract, at the end of the first six (6) months of the contract period and for each six (6) month period thereafter, the estimated amount of the termination liability charge will be \$55,614.00. In any event, the estimated termination liability charge will not exceed this amount. Should the Customer elect to terminate this contract prior to the expiration date without cause, the actual termination charge will be calculated in accordance with the tariffs referenced above and based on information available at the time of termination.

Customer:

By: 
Printed NameBy: 
Authorized SignatureTitle: VP Tech OpsDate: 4/16/02BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.By: David Ford
Printed NameBy: [Signature]
Authorized SignatureTitle: AVPDate: 4/9/02